

# State of Vermont

Dept of Buildings & General Svcs  
Purchasing & Contract Admin  
1078 US Rte 2 - Middlesex  
Montpelier VT 05633-7601  
USA

## CONTRACT



**Vendor ID 0000015332**  
**Nutricia North America**  
**9900 Belward Campus Dr**  
**Rockville MD 20850**  
**USA**

**Phone #: 301-795-2300**

<b>Contract ID</b> 0000000000000000000012945		<b>Page</b> 1 of 3
<b>Contract Dates</b> 05/02/2008 to 05/01/2010		<b>Origin</b> CPS
<b>Description:</b> NUTRITIONAL PRODUCTS		<b>Contract Maximum</b> \$999,999.99
<b>Buyer Name</b> LaRose, Deborah L	<b>Buyer Phone</b> 828-4635	<b>Contract Status</b> Approved

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1	9276	NEOCATE JUNIOR; NITRICIA NA #11790	CS	117.00000	0.00	0.00
2	9277	NEOCATE, NUTRICIA NA #10804	CS	119.00000	0.00	0.00
3	9278	NEOCATE ONE + POWDER; 60 g/15 case, NUTRICIA NA #11048	CS	70.00000	0.00	0.00
4	9604	NEOCATE INFANT WITH DHA & ARA, 400G x 4; NUTRICIA NA #12595	CS	119.00000	0.00	0.00
5	9282	NEOCATE JUNIOR TROPICAL; NUTRICIA NA #12124	CS	117.00000	0.00	0.00
6	9279	DUOCAL; NUTRICIA NA #10280.	CS	77.00000	0.00	0.00
7	9280	XPHE MAXIMAID; NUTRICIA NA #12358.	CS	140.00000	0.00	0.00
8	9281	XPHE MAXAMAID ORANGE FLAVORED, NUTRICIA NA #12357.	CS	140.00000	0.00	0.00
9	9764	XPHE MAXAMUM, 454 X 4, NUTRICIA NA #12301	CS	222.00000	0.00	0.00
10	9697	PERIFLEX, NUTRICIA NA #11880	CS	77.00000	0.00	0.00
11	9480	PHLEXY 10 DRINK MIX; NUTRICIA NA #11467	CS	92.00000	0.00	0.00
12	9482	PHLEXY 10 CAPSULES; NUTRICIA NA #11809	EA	41.00000	0.00	0.00
13	9483	PHLEXY 10 TABLETS; NUTRICIA NA #11951	EA	31.00000	0.00	0.00
14	9484	PHLEXY 10 BARS; NUTRICIA NORTH AMERICA ITEM #10077			0.00	0.00
15		PHLEXY VITAMINS, NUTRICIA NA #10685	CS	31.00000	0.00	0.00

### CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR NUTRITIONAL PRODUCTS ISSUED APRIL 1, 2008 AND VENDOR'S RESPONSE DATED APRIL 15, 2008

CONTRACT PERIOD: THIS CONTRACT IS A TWO YEAR CONTRACT WITH THE OPTION TO RENEW FOR TWO ADDITIONAL ONE YEAR PERIODS.

SCOPE OF CONTRACT: TO PROVIDE NUTRITIONAL PRODUCTS TO THE DEPARTMENT OF HEALTH AND POLITICAL SUBDIVISIONS WITHIN VERMONT.

ATTACHMENT: PURCHASING AND CONTRACT ADMINISTRATION TERMS AND CONDITIONS DATED 01428/2007 ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT.

QUANTITY: QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE AND MAY BE INCREASED OR DECREASED TO MEET ACTUAL REQUIREMENTS.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

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METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT OR ANY PORTION THEREOF PROVIDING, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR CONSISTENT WITH THE TERMS OF THE CONTRACT.

DELIVERY: ALL PRICING INCLUDES F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE DIVISION OF PURCHASING AND CONTRACT ADMINISTRATIONS TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICE. DELIVERIES, WHICH DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT, SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR IN DUPLICATE ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES.

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

USAGE REPORTING: CONTRACTOR WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORTS. THESE REPORTS WILL COVER THE FOLLOWING TIME PERIODS, AND MUST BE SENT TO THE PURCHASING AGENT NO MORE THAN FIFTEEN (15) DAYS AFTER THE END OF THE IDENTIFIED REPORTING PERIOD: EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER, THE USING DEPARTMENTS ADDRESS, CONTACT NAME AND TELEPHONE NUMBER, PRODUCT ORDERED, QUANTITY ORDERED, QUANTITY SHIPPED, PRICE CHARGED WITH TOTALS FOR EACH PRODUCT FOR EACH REPORT PERIOD.

REPORTING PERIODS: THE FIRST REPORT MUST BE RECEIVED BY THE END OF THE FIRST QUARTER AND QUARTERLY THEREAFTER IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 - MARCH 31 \*\* REPORT DUE: APRIL 15  
REPORTING PERIOD: APRIL 1 - JUNE 30 \*\* REPORT DUE: JULY 15  
REPORTING PERIOD: JULY 1 - SEPTEMBER 30 \*\* REPORT DUE: OCTOBER 15  
REPORTING PERIOD: OCTOBER 1 - DECEMBER 31 \*\* REPORT DUE: JANUARY 15

PURCHASING CARD: THE STATE IMPLEMENTED A VISA PURCHASING CARD PROGRAM. THE VISA CARD CAN BE USED FOR PURCHASING AND PAYING FOR SMALL DOLLAR, NON-CONTRACT ITEMS WITH A TOTAL VALUE OF \$2500.00 OR LESS PER TRANSACTION. WHERE APPROPRIATE, THE STATE HAS ELECTED TO USE THE CARD AS A FORM OF PAYMENT FOR ITEMS UNDER CONTRACT. THE VISA PURCHASING CARD CAN BE USED WITH ANY VENDOR THAT ACCEPTS VISA AS FORM OF PAYMENT. THE PURCHASING CARD CAN BE USED TO MAKE PAYMENT ON THIS CONTRACT. THERE WILL BE NO ADDITIONAL DISCOUNT OFFERED WHEN USING THE PURCHASING CARD FOR PAYMENT.

POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN THIS CONTRACT AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS & GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY.

THIS CONTRACT IS ALSO ISSUED ON BEHALF OF THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VT AND THE VERMONT TECHNICAL COLLEGE. THIS ALSO APPLIES TO THE UNIVERSITY OF VERMONT.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT:  
[http://www.bgs.state.vt.us/forms/bgs\\_surveys/index.php?type=customer&action=customer](http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer)

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IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTRACT:  
DEB LaROSE, PURCHASING AGENT, TELEPHONE 802-828-4635, FAX 802-828-2222  
E-MAIL: deb.larose@state.vt.us

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT**

**By the STATE of VERMONT**

**By the CONTRACTOR**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_